

STATE MS. - DE SOTO CO. *✓*

OCT 6 1 21 PM '99 *me*

NOTICE OF CONSTRUCTION LIEN

BK 9 366
VT 366

AGAINST THE LAND AND IMPROVEMENTS OF
CURTIS E. BYRUM, OWNER, BY
M&B ENTERPRISES, INC., LIEN HOLDER

M&B ENTERPRISES, INC., gives notice of a Construction Lien against the property of CURTIS E. BYRUM, under the provisions of §85-7-131 Miss. Code Ann. as follows:

1. The property subject to this lien is described as: See attached Exhibit "A"
2. The lien holder is M&B ENTERPRISES, INC., whose address is 8026 N. Westbrook Road, Arlington, TN 38002.
3. The owner is CURTIS E. BYRUM whose address is 2599 Lowell Avenue, Memphis, TN 38114.
4. The amount of the lien is \$ 8,597.57 plus interest and attorney's fees as provided for in Sections 11-53-81 and 85-7-151 Miss. Code Ann. (1972 as amended).
5. The lien holder made and entered into a contract with the owner to provide labor and materials on the herein described property and, in fact, did so. The basis for the claim is further set out in the attached exhibits.
6. Suit for enforcement of this lien has not yet been commenced.

This the 5 day of October, 1999.

M&B ENTERPRISES, INC.

By: 

William A. Brown
Attorney for Lien Holder
Walker, Brown & Brown, P.A.
P.O. Box 276
Hernando, MS 38632
(601) 429-5277
(901) 521-9292

STATE OF MISSISSIPPI
COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority in and for said County and State, the within named William A. Brown who acknowledged signing and delivering the above and foregoing Notice of Construction Lien on the day and date therein mentioned as a free and voluntary act and deed and for the purposes therein expressed.

GIVEN under my hand and official seal of office this the 5 day of October, 1999.



Julie M Threlkeld
Notary Public

EXHIBIT "A"

10.01 acres (436,078.039 s.f.) being part of the Southwest Quarter of the Northwest Quarter of Section 8, Township 3 South, Range 6 West, and the Southeast quarter of the Northeast Quarter of Section 7, Township 3 South, Range 6 West, DeSoto County, Mississippi, and described as follows:

Beginning at the commonly accepted northeast corner of Section 7 (also the northwest corner of Section 8), Township 3 South, Range 6 West, thence South 02 degrees 13 minutes 20 seconds West 1780.11 feet along the east line of Section 7 (also the west line of Section 8) to the point of beginning; thence South 88 degrees 06 minutes 59 seconds East 1348.98 feet into Section 8, to a 3/8" rebar on the West right of way of Craft Road (40 feet from the center of the road); thence Northeast along the West right of way of Craft Road the following calls: North 01 degrees 00 minutes 47 seconds East 15.9 feet; North 03 degrees 38 minutes 17 seconds East 267.32 feet; a curve to the right, arc distance 31.02 feet, radius distance 673.41 feet to a 3/8" rebar on the west right of way of Craft Road; thence South 88 degrees 59 minutes 43 seconds 620.78 feet to the point of beginning. Parcel containing 10.01 acres and being part of that property as recorded in Deed Book 43, Page 240 and Deed Book 23, Page 215 of the office of the Chancery Clerk, DeSoto County, Mississippi.



M & B Enterprise Inc.

General Contrators
8026 N. Westbrook Rd.
ARLINGTON, TN 38002

INVOICE

INVOICE NO. 00000134 INVOICE DATE 07/05/99

Ph: (901) 372-1160

C Book 9 Pg 369

SOLD TO: MR. & MRS. CURTIS BYRUM
1355 CRAFT RD.
OLIVE BRANCH, MB

PURCHASE ORDER NUMBER	DATE ORDERED	PAYMENT DATE	SALESPERSON
	07/05/99	07/05/99	MT
TERMS	NOTES		
UPON COMPLETION			

REFERENCE	DESCRIPTION	AMOUNT
	previous balance	1,492.57
	Final draw	6,000.00

MESSAGE: Thank you for your Business !!!!

SUBTOTAL
SALES TAX

SHIPPING

TOTAL

7,492.57

EXHIBIT "B"

B Enterprise Inc.

General Contractors
8026 N. Westbrook Rd.
ARLINGTON, TN 38002

Ph: (901) 372-1160

INVOICE

PAGE

INVOICE NO. 00000138 INVOICE DATE 07/12/99

C Book 9 Pg 370

SOLD TO: MR. & MRS. CURTIS BYRUM
2599 Lowell Ave
Memphis, TN 38114

PURCHASE ORDER NUMBER		DATE ORDERED	PAYMENT DATE	SALESPERSON
		07/12/99	07/12/99	MR
TERMS		NOTES		
UPON RECEIPT				
REFERENCE	DESCRIPTION			AMOUNT
	BASEMENT FOUNDATION/ 1355 CRAFT RD., OLIVE BRANCH Extra footage on basement foundation/ refusal backfill for patio, digging for french drain and hauling and filling for driveway extra material and labor for fireplace change, g window and door change from original contract			8,543.51 455.00 650.00

MESSAGE:

SUBTOTAL
SALES TAX
SHIPPING
TOTAL

3,628.51

MBE

M & B ENTERPRISES INC
 8026 N. WESTBROOKS RD ~ ARLINGTON, TN 38002
 Phone 901-372-1180 ~ Fax 901-377-8216

PROPOSAL # 1350
 June 03, 1999

Name: Mr. & Mrs Curtis Byrum
 Address: LA ROSA,
 Memphis, TN

Job
 1355 Craft Rd
 Olive Branch Ms

Phone: 901-743-1926

page 534-0134/639-3589
 fax # 320-3791

We hereby submit specification and estimating for:

We propose to furnish all labor and material and equipment to perform the following scope of work.

Basement/ Basement Slab -----\$19,595.00

1. OUR SCOPE OF WORK INCLUDES:

- a. Dig out for basement and grade for slab work
- b. Dig footing for basement, place two strands of #5 rebar continues in footing, place #4 L rebar 36" o/c. for block work Basement to be entire perimeter of house.
- c. Lay 12" blocks, 8" blocks and cap blocks per house plans, place reinforcing @ alternate course per plans. Block
- d. Lay 8x8x16 Split-Faced Blocks on back wall only, per owner
- e. Install angle iron for garage door and windows in basement as indicated by owner. provide angle iron for garage door windows *per owner CB*
- f. Fill blocks with a 3000 PSI of grout mix and place 1/2" anchor bolts 48" o/c.
- g. Dig 36"x36" pier as indicated on plans and set 3 1/2" pipe column in concrete
- h. Move pier to accommodate wall change per owner..
- i. Place 4" of washed gravel, .1"x24" Perim insulation, place 8" post hole 48" o/c. each way, pretreat slab, place 006 Plastic, wire mesh and pour with 3000 PSI of regular rock concrete mix
- j. place fireplace diagonal *per owner CB*

Exclusion:

1. Metal poles, ~~lighting~~, windows, garage doors
2. Excavation other than for basement., plumbing
3. Landscaping
4. Engineer *CB*

WE PROPOSE hereby to furnish material and labor - complete in accordance with the above specification, for the sum of:
 NINETEEN THOUSAND FIVE HUNDRED NINETY FIVE DOLLARS (19,595.00) Payments to be made as follows 1ST draw of \$9,800.00 when footing is poured.
 2nd draw of ~~\$9,800.00~~ when blocks is laid and balance of ~~\$9,800.00~~ upon completion.
3,795.00 per owner CB *6,000.00 per owner CB*

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from the above specification involving extra cost will be executed

Authorized
 Signature

[Signature]

only upon written order and will become an extra charge over and above the estimate. All agreement contingent upon strikes, accidents or delays beyond our control. Owner is to carry fir, tornado and other insurance. Our workers are fully covered by Workman Compensation Insurance.

NOTE: This proposal may be withdrawn by us if not accepted within 90 days

ACCEPTANCE OF PROPOSAL — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature

Curtis E. Byrum 6/3/99

Signature

Franklin Byrum 6/3/99

Date of Acceptance

Summit Subscribed to before me on this June 3 1999

Franklin S. Byrum

EXHIBIT "C"

Nathan R. Byrum State of Tennessee